

**GULFSTREAM IV-SP  
LEASE TERMINATION AGREEMENT**

**THIS LEASE TERMINATION AGREEMENT** (this "Agreement") is made and entered this 16th day of April, 2013, among NJI SALES, INC., a Delaware corporation, having its principal office and place of business at 4111 Bridgeway Avenue, Columbus, Ohio 43219 ("NJI Sales"), and NETJETS INTERNATIONAL, INC., a Delaware corporation, having its principal office and place of business at 4111 Bridgeway Avenue, Columbus, Ohio 43219 ("NJI") and NETJETS SERVICES, INC., a Delaware corporation, having its principal office and place of business at 4111 Bridgeway Avenue, Columbus, Ohio 43219-1882 ("SERVICES") and MIDDLE BAY TRADE, LTD, a Seychelles corporation, having its principal office and place of business at 11601 Wilshire Blvd., Los Angeles, California 90025 ("Owner").

**WITNESSETH:**

**WHEREAS**, Owner and NJI Sales are parties to a Gulfstream IV-SP Fractional Interest Lease Agreement, dated June 15, 2012 (the "Lease Agreement") covering a six and one-quarter percent (6.25%) undivided interest (the "Interest") in Gulfstream IV-SP aircraft serial number 1426 bearing United States Registration Number N426QS (the "Aircraft");

**WHEREAS**, Owner and NJI are parties to a Gulfstream IV-SP Fractional Ownership Program Management Services Agreement dated June 15, 2012, covering the Interest in the Aircraft (the "Management Agreement");

**WHEREAS**, Owner and SERVICES are parties to a Gulfstream IV-SP Master Dry-Lease Aircraft Exchange Agreement dated June 15, 2012, covering the Interest in the Aircraft (the "Exchange Agreement"); and

**WHEREAS**, Owner wishes to terminate the aforementioned agreements covering the Aircraft and NJI Sales, NJI and SERVICES wish to consent to such termination.

**NOW, THEREFORE**, the parties to this Agreement agree as follows:

1. NJI Sales agrees to return to Owner all sums paid by Owner to NJI Sales in excess of those required to satisfy Owner's obligations under the Lease Agreement as of the date of lease termination.
2. NJI agrees to return to Owner all sums paid by Owner to NJI in excess of those required to satisfy Owner's obligations under the Management Agreement between NJI and Owner for Monthly Management Fees, Fuel Variable Rates, Occupied Hourly Rate Charges or other expenses due NJI under the Management Agreement as of the date of lease termination.
3. Owner agrees to pay to NJI Sales any sums not previously submitted to NJI Sales owed to satisfy Owner's obligations under the Lease Agreement as of the date of lease termination.
4. Owner agrees to pay to NJI any sums not previously submitted to NJI owed to satisfy Owner's obligations under the Management Agreement between NJI and Owner for Monthly Management Fees, Fuel Variable Rates, Occupied Hourly Rate Charges or

other expenses due NJI under the Management Agreement as of the date of lease termination.

5. Owner agrees to enter into a NetJets Fractional Program Agreement for at least a six and one-quarter percent (6.25%) undivided interest in a Bombardier Global 5000 effective the same date as this Lease Termination Agreement.

Following the satisfaction of the above, none of the parties shall have any further obligation to the other in regard to the Lease Agreement, Management Agreement, or Exchange Agreement pertaining to the Aircraft.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

NJI SALES, INC.  
("NJI Sales")

BY: 

Name: Christopher W. Belcher

Title: Assistant Secretary

NETJETS SERVICES, INC.  
("SERVICES")

BY: 

Name: Christopher W. Belcher

Title: Assistant Secretary

MIDDLE BAY TRADE, LTD  
("Owner")

BY: 

Name: John Babikian

Title: President

NETJETS INTERNATIONAL, INC.  
("NJA")

BY: 

Name: Christopher W. Belcher

Title: Assistant Secretary